

AMENDMENT TO
CONDITIONAL SALE AGREEMENT

RECORDATION NO. 10168-E Filed 1425
JUN 1 1979 - 10 10 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALE AGREEMENT (the "Amendment") dated as of May 28, 1979 by and between N. R. Financial Corporation (the "Vendee"), National Railway Utilization Corporation (the "Guarantor"), Rail Fleet Corporation (the "Builder") and The First National Bank of Maryland (the "Assignee").

WHEREAS, the Vendee, the Guarantor and the Builder entered into a Conditional Sale Agreement dated as of February 16, 1979 (the "Conditional Sale Agreement") providing for the purchase by the Vendee of certain railroad equipment described in Exhibit A attached thereto (the "Equipment"); and

WHEREAS, pursuant to an Agreement and Assignment dated as of February 16, 1979 (the "Agreement and Assignment") the Builder assigned to the Assignee all of its right, title and interest (but none of its obligations) in and under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and the Agreement and Assignment were duly filed and recorded with the Interstate Commerce Commission on March 2, 1979 and assigned Recordation No.'s 10168-B and 10168-C, respectively.

WHEREAS, the Vendee, the Builder, the Guarantor and

the Assignee wish to amend certain provisions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

The first paragraph of Article 4 of the Conditional Sale Agreement is hereby amended and modified as of the date first above written by deleting the first paragraph of Article 4 in its entirety and the replacement in lieu thereof of the following:

Article 4. Purchase Price and Payment.
The total base price (the "Total Base Price") and price per unit (excluding all inspection and certification fees) are specified in Exhibit A attached hereto. In consideration of the manufacture and delivery of the Equipment, the Vendee hereby agrees to pay in cash to the Vendor on or before June 1, 1979 interest on the principal sum of \$364,500 (hereinafter called the "Conditional Sale Indebtedness") computed as hereinafter provided, and to pay in cash to the Vendor on or before August 31, 1979 the unpaid Conditional Sale Indebtedness plus interest computed as hereinafter provided. Interest (computed on the basis of actual number of days elapsed from the date of this Agreement, divided by a year of 360 days) shall be accrued and paid as above provided at a fluctuating annual rate of interest equal to 2% plus 110% of the prime rate of The First National Bank of Maryland.

In all other respects, the Conditional Sale Agreement

and the Agreement and Assignment continue to be in full force and effect without amendment or modification.

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed on the date specified in the acknowledgements attached hereto, effective as of the date first above written.

ATTEST:

Marta E. Turner

[Corporate Seal]

N. R. FINANCIAL CORPORATION

By Woodrow B. Mott Jr.

Marta E. Turner

[Corporate Seal]

NATIONAL RAILWAY UTILIZATION CORPORATION

By Woodrow B. Mott Jr.

Marta E. Turner

[Corporate Seal]

RAIL FLEET CORPORATION

By Woodrow B. Mott Jr.

Pet. M. Black

[Corporate Seal]

THE FIRST NATIONAL BANK OF MARYLAND

By [Signature]

State of Pa.)
County of Phila.) SS:

I HEREBY CERTIFY, that on this *30th* day of May, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared *Woodrow B. Mrote, Jr.*, who, being by me duly sworn, says that he is a Vice President of N. R. Financial Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *30th* day of May, 1979.

Darlene Marquette
Notary Public

[Notarial Seal]

My Commission Expires:

DARLENE MARQUETTE
Notary Public, Phila., Phila. Co.
My Commission Expires Sept. 13, 1982

State of Pa.)
County of Phila.) SS:

I HEREBY CERTIFY, that on this *30th* day of May, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared *Andrew B. Mrote, Jr.* who, being by me duly sworn, says that he is a Vice President of National Railway Utilization Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *30th* day of May, 1979.

Darlene Marquette
Notary Public

[Notarial Seal]

My Commission Expires:

DARLENE MARQUETTE
Notary Public, Phila., Phila. Co.
My Commission Expires Sept. 13, 1982

State of Pa.)
County of Phila.) SS:

I HEREBY CERTIFY, that on this 30th day of May, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared *Woodrow B. Mrote* who, being by me duly sworn, says that he is a Vice President of Rail Fleet Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 30th day of May, 1979.

Darlene Marquette
Notary Public

[Notarial Seal]

My Commission Expires:

DARLENE MARQUETTE
Notary Public, Phila., Phila. Co.
My Commission Expires Sept. 13, 1982

CITY OF BALTIMORE)
) SS:
STATE OF MARYLAND)

I HEREBY CERTIFY, that on this *31st* day of May, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared Arthur E. Jones, Jr., who, being by me duly sworn, says that he is a Senior Loan Executive of The First National Bank of Maryland, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *31st* day of May, 1979.



Notary Public

[Notarial Seal]

My Commission Expires: July 1, 1982